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Palatine • Rolling Meadows • Inverness
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Community Consolidated School District 15

Joseph M. Kiszka Educational Service Center
580 N. 1st Bank Drive
Palatine, IL 60067-8110

Morgan Delack
Chief Communication Officer

(847) 963-3000 • Fax (847) 963-3200
www.ccsd15.net

DATE: September 13, 2017
TO: Dr. Scott Thompson, Board of Education
FROM: Morgan Delack
RE: Website Provider Recommendations



Background

The school district's website is not only a place for the parents, students, staff and community members to find information, but also serves as the first impression of our district. Before a parent or student visits a school or the district office in person, they usually make a virtual visit first through the district's website. The information that is available online, paired with the way in which it is presented, make an important impression on people. When that first impression is one that is outdated and difficult to use, the district as a whole is often viewed in a negative light as well.

CCSD15's website, ccsd15.net, has had the same design template hosted by Edline since 2011. With the rapid changes in technology and website design each year, the current template has become outdated. Paired with the older look and poor functionality of the site, the host company is also dissolving at the end of 2018. Finding a new website provider has become a necessity.

Data collection

Since early July, the CCSD15 Communications Department has been exploring options for a new website host. In determining the right fit for CCSD15, the Communications Department created a list of features that an ideal website host would be able to offer. Modern design, ease of use and mobile responsiveness/capabilities rose to the top of the list of priorities. In addition, the ability to send emergency notifications, text messages and e-newsletters is also highly valued. A web provider should also have simple translation tools and be ADA compliant.

Through extensive research on school-based website providers, we narrowed our search down to the top three candidates: Finalsity, Campus Suite and Blackboard. Demos were provided by each of these companies, and an analysis of their product can be found as an attachment to this memo.

Recommendation

After careful consideration of the unique needs of CCSD15 paired with abilities of the three providers, the Communications Department recommends a contract with Blackboard. Blackboard is the only provider that allowed for web hosting, emergency notifications, e-newsletters, a mobile application and text messaging features.

Blackboard is a trusted brand for school communications, and is widely used among districts nationwide. Locally, some of Blackboard's web clients include Arlington Heights District 25, Barrington

Jane Addams • Central Road • Conyers Learning Academy • Kimball Hill • Hunting Ridge • Thomas Jefferson • Marion Jordan • Lake Louise • Lincoln
Stuart R. Paddock • Pleasant Hill • Gray M. Sanborn • Virginia Lake • Frank C. Whiteley • Willow Bend • Winston Campus Elementary
Plum Grove Junior High • Carl Sandburg Junior High • Walter R. Sundling Junior High • Winston Campus Junior High



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220 School District and Wheaton-Warrenville District 200. The company has won many awards for best school website design over the years.



We know that more than 80 percent of our community accesses our website through a mobile device. Having a mobile-friendly and accessible website is critical in reaching our community. In addition to providing a mobile-responsive design with simplistic navigation, we recommend also implementing a custom mobile application. The Blackboard mobile app allows for a personalized experience for parents that integrates with the Tyler student information system, RevTrack payment system and Versatrans bus tracking software. Through this application, parents will be able to view when their child's bus will arrive, access grades and assignments, pay lunch and school fees, find the latest school and district news and more.

The Blackboard product suite allows the district to directly communicate to its stakeholders through text message, e-newsletter, email and voice calls. This will replace the need for SchoolMessenger, our current emergency notification system.

The Blackboard suite of products will give CCSD15 to take its communications efforts to a higher level, and communicate with parents in more efficient and effective ways.

Cost

The cost for Blackboard's products was moderate in comparison to other vendors interviewed. The yearly cost is higher than the hosting fee for Edline alone, however the range of services is also much greater. By eliminating SchoolMessenger and Constant Contact, the district will save about \$15,000. The remaining balance can be managed in the existing communications budget.

Future planning

Upon approval by the Board of Education, the Communications Department will immediately begin work with Blackboard to create a new digital footprint for CCSD15 with an estimated launch date of mid-February. Communication with stakeholders regarding this process and eventual launch will be frequent, collaborative and informative.

Blackboard[®]

Order Form

Quote #: 00020615

1111 19th Street NW, Washington, DC 20036
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name:	Client Accounts Payable Information
Community Consolidated School District 15 580 North 1st Bank Drive Palatine, IL 60067-3125 Student Enrollment: B (2,001 - 20,000) Bb Customer Account No: 326665	Is a PO Number Required> (Y/N) _____ PO Number: _____ Contact Name: _____ Contact Telephone Number: _____

* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 46 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date: 09/01/2017**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Customer shall be invoiced on September 30, 2017 for amounts due in respect of the first year of the Initial Term.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Incorporated Contract Documents

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees

Exhibit B – Additional Notes Regarding Licensed Software and Services

Special Provisions:

This Order Form is revocable if Customer notifies Blackboard that it has not received Board approval of this transaction on or before September 14, 2017. Customer shall promptly notify Blackboard of such nonapproval, via email to Bill Jones, Associate General Counsel at bill.jones@blackboard.com, which must be received no later than 5:00 p.m. Eastern time, September 14, 2017. If notice is timely received, this Order Form shall be revoked in its entirety. If notice is not timely received, this Order Form shall be in full force and effect. This Order Form is not revocable for other reasons, is not subject to renegotiation during the contingency period and Customer shall make a good faith effort to obtain Board approval. Under no circumstance shall Customer be entitled to receive the Software or Services prior to the expiration of the contingency period.

EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Prorated 09/01/2017- 06/30/2018	Year 1 07/01/2018- 06/30/2019	Year 2 * 07/01/2019- 06/30/2020	Year 3 * 07/01/2020- 06/30/2021
SCH-C2E SCH-SVC-PREM PL-APT-SIS PL-NOTIF BC-MN-TAPP	Blackboard Web Community Manager Essential Support: Premium+ Support Plan Blackboard Mobile Communications App Integrated Blackboard Mass Notifications Blackboard Teacher Communication	21 Sites and 12400 Students	Annual Fees	\$ 52,866.67	\$ 63,440.00	\$ 63,440.00	\$ 63,440.00
SCH-SVC-PREM	Creative: Template Regulatory Maintenance	1	Annual Fees	\$ 0.00	\$ 780.00	\$ 780.00	\$ 780.00
	Allowance for Edline already contracted 10 months	1	One-Time Fees	\$ -22,732.37			
	Promotion: 5 months free Mobile Communications, Mass Notifications and Teacher Communications	1	One-Time Fees	\$ -18,600.00			
SCH-IMP PL-NOTIF-IMP BC-MN-IMPL-TAPP PL-APT-IMP SCH-SVC-TECH	Activation: Web Community Manager Essential Implementation: Mass Notifications Implementation: Teacher Communication Implementation: Mobile Communications App Integrated Implementation: Web Community Manager Essential Secure LDAP	21 Sites	One-Time Fees	\$ 4,500.00			
PL-TRAINING-OL	Mass Notifications: Online Training (Advanced/Custom)	1 Session	One-Time Fees	\$ 400.00			
PL-APT-TRN-OL	Mobile Communications App: Online Training	1 Session	One-Time Fees	\$ 320.00			
PL-APT-TRN-OL	Mobile Communications App Launch Service (Basic)	1	One-Time Fees	\$ 1,200.00			
SCH-TRAIN-OL	Online Training: Web Community Manager (Basic/Intermediate)	4 Session	One-Time Fees	\$ 1,280.00			
PL-TRAINING-OL	Mass Notifications: Online Training (Basic/Intermediate)	1 Session	One-Time Fees	\$ 320.00			
SCH-TRAIN-OL	Web Community Manager Section Workspace Online Training	1 Session	One-Time Fees	\$ 320.00			
SCH-TRAIN-OL	Web Community Manager Site Administrator Online Training	2	One-Time Fees	\$ 640.00			
SCH-CREATIVE	Creative: Diamond Custom Template (Responsive)	1 Project	One-Time Fees	\$ 16,450.00			
SCH-SVC-TRAVEL	Training: Onsite Travel Expenses (1-3 days)	1	One-Time Fees	\$ 200.00			
SCH-SVC-OS	Consulting: Web Community Manager Site Launch (Client Site: 1-day)	1	One-Time Fees	\$ 1,760.00			
			Total	\$ 38,924.30	\$ 64,220.00	\$ 64,220.00	\$ 64,220.00

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential

Support Package	Premium
Hosted By	Blackboard
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

Template Library

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

Bill Jones
Name of Authorized Blackboard Officer
Deputy General Counsel
Title
[Signature]
Signature
8-31-2017
Date

Community Consolidated School District 15

Morgan Delack
Name of Authorized Community Consolidated School District 15 Representative
Chief Communication Officer
Title
Morgan Delack
Signature
August 31, 2017
Date

** Signature contingent upon amendment to terms as agreed upon by parties*

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Chad Kreindler

EXHIBIT 1

ADDENDUM TO THE BLACKBOARD ORDER FORM AND BLACKBOARD MASTER AGREEMENT EFFECTIVELY DATED SEPTEMBER 1, 2017 BY AND BETWEEN BLACKBOARD AND THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

This Addendum (“Addendum”) is hereby made a part of that certain agreement by and between Blackboard, Inc., a Delaware corporation (“Blackboard”), and Community Consolidated School District 15 (“District” or “Customer”) (collectively the “Parties”).

WHEREAS, Blackboard wishes to license, implement, and providing training on the Blackboard products and services pursuant to the Blackboard Order Form for the District and has tendered a proposed business services contract to the District (the “Agreement”); and

WHEREAS, the District wishes to enter the Agreement, but hereby requests, and Blackboard agrees, to amend the Agreement in accordance with the terms and conditions set forth below; and

WHEREAS, the District is authorized under 105 ILCS 5/10-20.21 to award without bidding purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software, and services.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration which is hereby acknowledged by the Parties, it is agreed as follows:

- 1. Governing Provisions.** In the event of a conflict between the terms and conditions of this Addendum and those of the Agreement, the terms and conditions herein shall govern. All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.
- 2. Payment.** Notwithstanding any other provision in the Agreement to the contrary, all payments and penalties for nonpayment shall be governed by the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq. The District may not be penalized for exercising its right to review and dispute any invoice. For the purposes of the Agreement, an “undisputed item” is one that accurately reflects the quantities, product descriptions, and pricing contained in Customer’s purchase order to Blackboard. The parties agree to work in good faith to resolve any disputed items in a Blackboard invoice.
- 3. Rates and Taxes.** Rates for products and services covered by the Agreement shall not be changed for the Initial Term of the Agreement unless there is increase or decrease in users, sites, or additional services, as otherwise agreed to by the parties. The District is exempt from sales taxes and shall provide a certificate of such exemption.

4. **No Autorollover / Term of Agreement.** Notwithstanding anything in the Agreement to the contrary, the Agreement shall not automatically rollover or extend without the prior written consent of the District.
5. **Required Certifications.** Blackboard shall comply with all applicable laws, ordinances rules, regulations and codes, including but not limited to (if and to the extent applicable) the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq*; the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder; the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (*see* 44 Ill. Admin. Code 750.20), which is fully incorporated herein; federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder; prohibitions against smoking on school district property; prohibitions against the presence of sex offenders on school district property; certifications concerning not being barred from bidding and complying with Illinois Use Tax requirements under the *Illinois School Code* (105 ILCS 5/10-20.21); and the *Illinois Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*).
6. **Data Security and Notification.** Section 6.1 is hereby deleted in its entirety and replaced with the following: :

6.1 Data Security and Breach Notification. We will implement commercially reasonable administrative, physical and technical safeguards designed to secure Customer Property and PI, including Student Data, from unauthorized access, disclosure or use, which may include where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event we have a reasonable, good faith belief that an unauthorized party has accessed to or been disclosed PI, including Student Data, that you have provided us or that we have collected on your behalf under the Agreement, in a manner which compromises the security or privacy of PI (“Security Incident”), we will promptly, or if required by Law in such other time required by such Law, notify you and will use reasonable efforts to cooperate with your investigation of the incident. If, due to a Security Incident which is caused by our own acts or omissions, any third party notification is required under law, you shall be responsible for the timing and content of such notification and we shall be responsible for the cost of any legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Blackboard or our agents, we shall reasonably cooperate in your investigation and third party notifications, if any, at your direction and expense.

Subject to the limitations herein, in the event of a Security Incident, Blackboard shall indemnify and defend the District and its individual Board members, officers, employees, agents and successors against any third-party claims resulting from such Security Incident caused by an act or omission of Blackboard.

7. **Mutual Limitations of Liability** is hereby deleted in its entirety and replaced with the following:

12.2 Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, YOUR PAYMENT OBLIGATIONS, AND EACH PARTY'S INDEMNITIES SET FORTH IN THE AGREEMENT UNLESS OTHERWISE STATED, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THREE (3) TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

IN NO EVENT SHALL BLACKBOARD'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO AN INDEMNITY OR DIRECT CLAIM FOR A SECURITY INCIDENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THREE (3) TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. **District Indemnity Obligations.** Paragraph 13.3 is hereby deleted in its entirety and replaced with the following:

13.3. Your Indemnity Obligations. Except to the extent prohibited by Illinois Law, including Laws providing for the sovereign immunity of government entities, you shall, at your own expense, indemnify, defend and hold Blackboard and its affiliates, and together their respective employees, contractors, agents, or assigns ("Blackboard Indemnitee") harmless against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Blackboard Indemnitee arising out of a Customer Matter (any of the foregoing indemnifiable matters, each a "**Blackboard Claim**"). You shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that you will keep us informed of, and will consult with any independent legal advisors appointed by us at our own expense regarding the progress of such defense. We agree (a) to provide you with prompt written notice of any Blackboard Claim and will make no admission in

relation to any such alleged infringement, and (b) to provide such assistance as you may reasonably request, at your expense, in order to settle or defend any such Blackboard Claim.

9. Insurance. Add the following new paragraph to the Agreement:

“Blackboard shall obtain and maintain in effect during the term hereof, at its own expense, general liability insurance coverage and provide the Customer with a certificate of insurance verifying such coverage in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Blackboard shall also maintain cyber liability insurance in commercially reasonable amounts. Blackboard shall include the Customer and its individual Board members, employees and agents as additional insureds on the general liability and cyber liability insurance required hereunder. All insurance except for cyber liability of Blackboard shall be primary and noncontributory. Blackboard waives any right of subrogation it and its insurers may have against the additional insureds on the general liability policy only. Finally, Blackboard agrees to maintain all other insurance coverages that are required by applicable laws.

10. Exceptions to Confidential Treatment. In the last sentence of Paragraph 14.5, delete “will first have given notice to the other party,” and insert “will first have made reasonable efforts to give notice to the other party” in lieu thereof.

Additionally, add the following language to the end of paragraph 14.5:

“Notwithstanding any other provisions of this Section 14, the District shall have sole discretion to determine what information shall be released pursuant to a Freedom of Information Act (“FOIA”) request made to the District. Blackboard waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. Blackboard shall cooperate with the District and shall immediately provide any requested ‘public records’ generated under this Agreement to assist the District in responding to any FOIA request.”

11. Conflict Resolution. Delete the Paragraph 15.2 in its entirety and insert the following in lieu thereof:

“In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties will consult and negotiate with each other and attempt to reach a satisfactory solution. This Agreement shall be governed by the laws of the State of Illinois. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties will consult and negotiate with each other and attempt to reach a satisfactory solution.”

IN WITNESS WHEREOF, the Parties have signed this Addendum on the dates indicated below.

BLACKBOARD INC.

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

By: _____
Its: _____

By: _____
Chief Communication Officer

Date: _____

Date: _____

ATTEST:

By: _____
Secretary

Date: _____